

Addendum No.01 to Subcontract of Indoor Electrical Installation for Electricity and Electrification under THE MODERNIZATION AND RECONSTRUCTION OF THE HUNGARIAN-SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA

(hereinafter, the Addendum No.01)

Concluded in Belgrade, on 05.06.2023.y., between:

China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office and principal place of business at Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia, with registration no: 29510016 and tax identification no: 111359400, legally represented by Mr. Zhao Jianyong (hereinafter also referred to as: "**Party A**")

and

ELEKTROMETAL PLUS LLC VRŠAC, duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Vojvode Knićanina 4, Vršac, Serbia, with registration no: 20607793 and tax identification no: 106467556, legally represented by Mr. Slobodan Jaćimovski (hereinafter also referred to as: "**Party B**"), Party B's account: OTP Banka Srbija AD **325-9500500113208-72**.

Party A and the Party B hereinafter may be referred to as the "**Parties**".

1.PREAMBLE

1.1 Parties entered into **Subcontract of Indoor Electrical Installation for Electricity and Electrification under THE MODERNIZATION AND RECONSTRUCTION OF THE HUNGARIAN-SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA**, hereinafter referred to as "**The Subcontract**", on 01.06.2023.y.

1.2 (1) With Addendum No.01 the Parties have agreed to introduce changes to the Subcontract and change corresponding Articles.

(2) Addendum No.01 shall form an integral part of Subcontract and shall be read and interpreted accordingly.

2. ARTICLES CHANGED

2.1 Delete all the text in Sub-Clause 1.4 and substitute as follows:

1.4 **Subcontracted works** refer to part of the works on the construction of internal electrical installations with the description shown in the submitted offer, which is also the integral part of this contract.

2.2 Delete all the text in Sub-Clause 1.9 and substitute as follows:

1.9 Warranty period

The warranty period is calculated from the date of completion of the works by party B, for a duration of 2 years.

2.3 Delete all the text in Sub-Clause 5.12 and substitute as follows:

5.12 Party B shall provide all test reports/inspection reports/measurement reports in the construction process, and the above-mentioned reports shall be provided by qualified utilities, which are defined by the preliminary measure from the contract, i.e. the accepted offer which is also the an integral part of this contract.

2.4 Delete all the text in Sub-Clause 5.18 and substitute as follows:

5.18 Party B shall be responsible for:

- (a) coordinating issues of design drawings;
- (b) cooperating with the electrical engineer to request the approvals from supervisor Railway Infrastructure of Serbia for the materials;
- (c) requesting the attendance of supervisor for a factory acceptance before the purchasing of equipment.

The materials and equipment purchased by Party B shall comply with EU standards or Serbian standards.

2.5 Delete all the text in Sub-Clause 6.3 paragraph 4 and 5 and substitute as follows:

After issuing the Taking Over Certificate for Subcontract Works, Party B has the right to exchange Retention Money with Promissory note – “menica” securing removal of defects in the warranty period. The submitted Promissory note – “menica” for defects in the warranty period should be in the amount of 5% of the Accepted Contract Amount with validity term 28 days longer than the defect liability period. After delivering the mentioned Promissory note – “menica”, Party A has the obligation to return Retention Money to Party B.

The Promissory note – “menica” described in this Article must have a clause that it is irrevocable, unconditional and payable at first call without objection according to the international rules URDG 758.

2.6 Delete all the text in Sub-Clause 7.3 paragraph 2 and substitute as follows:

The Party A after the submission of the Interim and/or Final Payment Certificate, will perform control within 7 days, whether the Interim and/or Final Payment Certificate is issued in accordance with the performed works and other conditions of this Agreement. If Interim and/or Final Payment Certificate are not compatible with the performed works and other conditions of this Agreement the Party A may object and return it to the Party B for correction.

2.7 Delete all the text in Sub-Clause 7.4 and substitute as follows:

7.4 Party B shall provide Party A with the Promissory note – “menica” as performance guarantee within 10 days after signing the subcontract. Promissory note – “menica” should be in the amount of 10% of the Accepted Subcontract Amount with validity term 28 days longer than the completion of the project as agreed in this Subcontract. After delivery of Promissory note – “menica” there will be no deduction in the amount of 5%.

2.8 Delete all the text in Sub-Clause 7.5 and substitute as follows:

7.5 If Party B needs prepayment, Party B shall provide the Promissory note – “menica” to party A within 7 days after signing the subcontract. The amount of the Promissory note – “menica” shall be 30% of the contract amount, and the term of validity shall be 28 days longer than the agreed term of acceptance for subcontracted works. Upon receipt of the the Promissory note – “menica”, party A shall provide party B with 30% advance payment of the contract amount. The advance payment for the subcontract works will be deducted from the progress payment, and 30% of the bill amount will be deducted from each interim payment certificate until all the advance payment is deducted. Before the acceptance certificate of subcontracted works is issued, when the contract is terminated due to force majeure or other reasons, if the advance payment has not been deducted, the balance of the advance payment that has not been deducted shall be refunded by Party B. Whether or not the actual completed project is consistent with the contract list, the remaining advance payment will be deducted from the last payment. If Party B does not require advance payment, please ignore this clause.

2.9 Delete all the text in Sub-Clause 7.6 and substitute as follows:

7.6 Performance Promissory note – “menica” must be irrevocable.

2.10 Delete all the text in Sub-Clause 7.7 and substitute as follows:

7.7 All Promissory note – “menica” described in this Article must have a clause that it is irrevocable, unconditional, and payable at first call without objection according to the international rules URDG 758.

2.11 Delete all the text in Sub-Clause 15.1 paragraph 3 and substitute as follows:

Contact person: Marija Stevanović

Vladan Radulović

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E-mail: mstevanovic@elektrometal.rs

vladan.radulovic@cpl.co.rs

Phone: +38169608054

+381653270122

3. FINAL PROVISIONS

3.1 Addendum No.01 shall enter into force upon mutual signing and stamp.

3.2 Except for the terms stipulated in Addendum No.01, other terms of the original Subcontract remain unchanged. Addendum No.01 as the supplementary agreement of the original Subcontract has the same legal effect as the original Subcontract. In case of any discrepancies between the original Subcontract and Addendum No.01, Addendum No.01 shall prevail.

3.3 Addendum No.01 to the Subcontract is made English, 6 (six) copies in total, Party A keeps 4 (four) and Party B keeps 2 (two) copies.

Signed by:

For and on behalf of Party A:



legal representative, CRCEBG

For and on behalf of Party B:



legal representative, ELEKTROMETAL PLUS LLC VRŠAC